



Manufactured Home Listing Agreement

RNJ Mhome Connection LLC
4500 Mercantile Plaza
Suite 300
Fort Worth
Texas 76137
Phone: 682-344-6886

Owner(s) Name(s): Tommy D. Mckimming & Mary L. Mckimming

Forwarding Address: NA

Telephone: 817-437-0326

Description of Manufactured Home:

Community Name: Oak Hill Village Mobile Home Park Type: Family Age Restricted

Present Location: 37 Oak Hill Park St.

City, State, Zip: Mansfield, Tx 76063 Size: Singlewide Doublewide

Serial VIN#(s): OC011021193B & OC011021193A

Make: Hall Mark 3316H

Model Year: 2010 Dimensions: 31 X 56 Beds: 3 Baths: 2

In consideration of the undersigned Manufactured Home Broker's agreement to list and to attempt to effect a sale of the Property herein described, the Owner(s), hereafter Owner, provides RNJ Mhome Connection LLC hereafter referred to as "Broker", the right to sell said Manufactured Home, for the period commencing 03/26/2024 and terminating at 6 p.m. on 09/26/2024 or following the sale of the Home, whichever comes first. This Contract may be canceled at any time by the written mutual consent of both parties.

The following designated items will be included:

Owner initials TM Broker initials RT

(X) Items

X Central Air Conditioning

Wall Air Conditioners: _____ units

X Refrigerator

X Range

(X) Items

Washer

Dryer

X Dishwasher

Other

1. **TITLE:** Owner warrants that the said Manufactured Home, and all other items made a part of the sale, are free and clear of all liens including, but not limited to, taxes, mobile home park fees, assessments, and ground rental fees. Evidence of title will be furnished in the form of a certificate of title. Any related fees not paid in full prior to the sale will be the Owner's responsibility and will be deducted from the proceeds of the sale.
2. **PRICE:** The listing price of the Manufactured Home will be \$/42,500, of which not less than \$ 500 shall be collected as earnest money from Purchaser, to be held by Broker until date of closing. The selling price will be the price offered by Purchaser and accepted by the Owner, to be paid as described, in terms accepted by Owner. If any earnest deposit is forfeited it will be divided equally between the Broker and Owner.
3. **COMMISSIONS:** If Broker produces a ready, willing and able Purchaser in accordance with this listing agreement, or if a sale or exchange of Property is made by Owner through any other agent or if the Home is sold to the community or mobile home park during the term of this agreement, Owner agrees to pay the Broker a commission of 6% of final sales price.
During the term of this agreement, Owner may attempt to sell the home on their own behalf, but may not contract the services of any other dealer, broker, community management, or real estate agent. If the Owner sells the Home to a purchaser that was introduced to the Home or Owner by Broker during the effective period of this agreement, Owner agrees to pay Broker the amount set forth in Paragraph 3. If Owner sells the Home on their own behalf during the effective period of this agreement, without Broker's assistance, Owner must submit the purchaser's name and contact information to the Broker before the consummation of the sale.
4. **PAYMENTS OF PROCEEDS:** Owner proceeds will be delivered to Owner on closing date. Owner hereby irrevocably assigns to Broker the commissions and/or compensations as set forth herein from Owner's proceeds in escrow or Broker's trust account. If escrow or trust account are not used during the transaction, Owner agrees to pay Broker's commission within two business days of the sale with cash or cashier's check only.
5. **MARKETING:** Owner grants Broker the first priority for marketing rights for the Manufactured Home. Such rights include but are not limited to online advertisements, newspaper ads, flyers, and placement of "For Sale" signs. Owner may not place their own "For Sale" sign or other advertisements during the effective period of this agreement.
6. **ACCESS AND LOCKBOX:** Access to the home and premises is granted for the purpose of showing to prospective Purchasers at reasonable hours. Unless otherwise stated in this agreement, Owner authorizes Broker to install and use on the property a lockbox containing a key to the property. Owner acknowledges that a lockbox and any other key left with or available to Broker will permit access to

the property by Broker and/or potential Purchasers, even when Owner is absent. Owner acknowledges Broker is not insuring Owner against theft or vandalism resulting from such access. Owner also agrees that Broker shall not be liable to Owner for any theft or vandalism occurring at the Home, at any time.

7. Lockbox Y N Lock Box/Key # 2327

8. **SHOWINGS:** Below are days of the week and set hours that the home can be shown to potential Purchasers.

Day: _____ Hours: Anytime _____ Day: _____ Hours: _____

9. **EXPIRATION:** If the Manufactured Home is sold within six months after the expiration of this agreement to any person with whom the Broker or any authorized agent has negotiated or shown the home prior to the expiration of this agreement, Owner agrees to pay Broker the commission set forth in this agreement.

10. **POSSESSION:** Owner agrees to vacate the Home within 30 days of closing of any sale. Owner may be responsible to pay up to \$100 rent/day to the Purchaser for each day Owner remains in the Home after the agreed upon possession date.

11. **WARRANTIES BY OWNER ON THE SALE OF THE PROPERTY:** (a) **CONDITION OF PROPERTY:** Broker will not offer any warranty with regard to the condition of the home at any time of sale. All properties are sold as-is/where-is unless otherwise indicated. (b) **INFORMATION:** Owner understands Broker will be passing on information. Owner warrants information given to Broker to be true.

12. **ACKNOWLEDGMENT.** Owner acknowledges he/she has read, fully understands, and consents to this Non-Exclusive Right to Sell Listing Agreement and acknowledges receipt of a copy.

13. Other Provisions and Additional Items included in Sale:

Broker Signature: [Signature] Date: 3/25/24

Sales Representative (Print name): Rae To. Jean-Louis

Owner(s) Signature: [Signature] Date: 3/25/24

Owner (Print name): Mary & Mesh
Tom McSkimming